

**ARTICLE 31**  
**OPERATION OF STATE MOTOR VEHICLES**

**A. GENERAL.**

Any endorsement required on a personal operator's license which is required to operate a State motor vehicle or other motorized equipment will be paid for by the Employer. Any vehicle or other motorized equipment having faulty operator and/or passenger safety restraints or devices which are required by law will not be put into service except in an emergency situation. All employees will be expected to use such safety restraints.

Employees will be expected to operate State motor vehicles and other motorized equipment in accordance with applicable laws and in a safe manner.

Employees using State owned vehicles who, due to the nature of their employment may be required to become involved in high speed or pursuit driving, shall be given comprehensive training in precision driving techniques similar to that given to State Police. All employees required to take this training shall do so no less than once every five years.

**B. COMMERCIAL DRIVERS LICENSE.**

The parties agree that under Act 346 of 1988 certain employees may be required to obtain and retain a Commercial Driver License (CDL) to continue to perform certain duties for the State.

Wherever a CDL is referred to in this section, it is understood to mean the CDL and any required endorsements.

In order to implement this provision, the parties agree to the following:

1. The employer will reimburse the cost of the required CDL Group License and Endorsements for those employees in positions where such license and endorsements are required.

2. The employer will reimburse, on a one-time basis, the fee for the skills test, if required, provided the skills test is not being required because of the employee's poor driving record. In that case, the employee is responsible for the cost of the skills test. Where a skills test is required, the employee will be permitted to utilize the appropriate State vehicle.

3. Employees shall be eligible for one grant of administrative leave to take the test to obtain or renew the CDL. Should the employee fail the test initially, the employee shall complete the necessary requirements on non-work time.

4. Employees reassigned to a position requiring a CDL shall be eligible for reimbursement and administrative leave in accordance with paragraphs 1., 2. and 3. of this section.

5. Employees who transfer, promote, bump, or are recalled to a position requiring a CDL are not eligible for reimbursement for obtaining the initial CDL but shall be eligible for reimbursement for renewal.

6. Employees who fail to obtain, or retain, a CDL may be subject to removal from their positions. Employees who fail required tests may seek a 90 day extension of their current license, during which the Employer will retain the employee in their current, or equivalent position. The Employer shall not be responsible for any fees associated with such extensions. At the end of the 90 day extension, if the employee fails to pass all required tests, the employee may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee is qualified, or, if no position is available the employee will be laid off without bumping rights and will be placed on the departmental recall list, subject to recall in accordance with the Agreement. Those employees not choosing to extend their license for the 90 day period will be removed from their positions at the expiration of their current license and may be reassigned at the Employer's discretion, in accordance with applicable contractual provisions, to an available position not requiring a CDL for which the employee qualifies, or, if no position is available they will be laid off without bumping rights and will be placed on the departmental recall list.

7. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the "Medical Examiners Certificate" shall be filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.

When the Employer evaluates sick leave usage, the Employer will take into consideration that certain employees may have been absent on approved sick leave as a result of 1) failing to pass their physical examination, or 2) advice by a physician that prescribed medication will adversely impact on their ability to perform safety sensitive functions. Any counseling/disciplinary actions based on the employee's overall record will normally exclude this (these) absence(s).

This section shall not apply to non-employees who may be required to have the CDL as a condition of employment, nor to employees whose license is suspended or revoked.

**C. Drug and Alcohol Testing under the Omnibus Transportation Employees Testing Act of 1991.**

The Omnibus Transportation Employees Testing Act of 1991 (Act) and its implementing regulations provides that employees subject to performing safety sensitive functions, as defined by the Act and/or accompanying regulations, are subject to pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow-up drug and/or alcohol testing. The parties agree that to protect the safety of employees and the public, the workplace should be free from the risks posed by using controlled substances and alcohol.

The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the parties will make reasonable efforts to provide assistance to employees in need of help prior to required testing under the Act. An employee services program is currently available to employees with personal problems, including those associated with alcohol and a controlled substance use.

### **1. Self-Identification.**

Both the Employer and the Union will encourage employees to seek professional assistance whenever necessary. An employee who voluntarily discloses a problem with use of a controlled substance or alcohol abuse shall not be disciplined for such disclosure, provided the employee discloses the problem prior to being subject to testing under the Act, i.e. (a) has not been selected for random testing, (b) is not in the process of complying with post-accident testing, (c) is not currently being required to submit to reasonable suspicion testing, (d) is not undergoing pre-employment testing for re-placement into the pool, etc. The employee shall be referred to a Substance Abuse Professional (SAP). Employee absences will be covered by available leave credits, or a medical leave of absence in accordance with Article 16, Leaves of Absence, of this Agreement.

### **2. Education and Training.**

The Employer agrees to supply the Union a copy of all educational material provided to Bargaining Unit employees in conjunction with this Act.

### **3. Request for Proposal (RFP) and Contract Award.**

The Employer will provide the Union with a copy of the RFP regarding contracts for drug and alcohol testing of Bargaining Unit employees who may be subject to the Act, prior to sending it out to potential bidders. The Employer will provide the Union with a copy of any subsequent contract award.

### **4. Pay Status of Employees.**

Time spent at the collection site for an alcohol and/or controlled substance test, including necessary travel time, will be considered as work time. The

Employer shall pay for the cost of drug and/or alcohol tests administered under the random, post-accident, and reasonable suspicion testing provisions of the Act or a test required when a current employee enters or re-enters the testing pool, except that the Employer shall not be responsible for the cost of any split sample testing related to such tests.

Employees tested under the reasonable suspicion provisions for controlled substance use may be removed from the work site and placed on available leave credits until receipt of the drug test results. In the event that the test results are negative, the leave credits will be restored and the employee shall be considered to have been in work status for the period of the absence from regularly scheduled work activities.

#### **5. Availability for Unscheduled Work Assignment**

Employees who are contacted outside their regular work schedule and requested to report for previously unscheduled work duty shall not be subject to discipline for advising the Employer that they believe they would be in violation of the Act if they were to report for duty.

#### **6. Union Representation**

Employees may confer with an available Union Representative onsite (if available on-site), or a co-worker onsite (if available on-site), or through a telephone conference, whenever an employee is directed to submit to a reasonable suspicion alcohol or controlled substance test, provided such contact will not unreasonably delay the testing process.

#### **7. Documentation for Reasonable Suspicion Testing.**

The Employer will utilize the form in Appendix K for describing the observations concerning the appearance, behavior, speech or body odors of the employee that were made by the supervisor (and witness, if any), and communicated to the Departmental Drug/Alcohol Testing Coordinator (DATC) or DATC designee, which gave reason for reasonable suspicion testing of the employee.

#### **8. Alternative Duty Assignment.**

When the prescribing physician determines that an employee should not be assigned to operate a commercial motor vehicle or perform other safety sensitive functions because the employee is using a controlled substance pursuant to a prescription, the employee may be assigned, at the Employer's discretion, to alternative duties. If the Employer does not elect to make such a temporary assignment, the employee's absence shall be covered by available leave credits.

## **9. Refusal to Submit to Testing.**

Refusal to submit to any drug or alcohol test under provisions of the Act shall be treated as a positive test result: a) for controlled substances, or b) alcohol, at the .04% level.

**10. The Employer may impose discipline, up to and including dismissal, for violation of this article. All discipline for violation of any provision of this article shall be subject to the provisions of Article 9 regarding discipline.**

## **11. Controlled Substances.**

No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely effect the driver's ability to safely operate a commercial motor vehicle.

For the purposes of this Article, "controlled substances" has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 CFR 1308).

## **12. Physician's Notification.**

If an employee covered by the Act is using a prescription drug containing a controlled substance as defined in the Act, the employee must provide a statement from the employee's physician as provided below. In addition, the Employer agrees it will not violate the employee's right to privacy by contacting the attending physician without specific written authorization.

An employee who reports for duty or remains on duty requiring the performance of safety sensitive functions while using any controlled substance pursuant to the instructions of a physician who has advised the driver that the medication does not adversely effect the driver's ability to safely operate a commercial motor vehicle, shall furnish the Employer with the physician statement (in Appendix L) prior to the performance of any safety sensitive functions.